

DANIEL SANSONI, ESQUIRE
LAW OFFICES OF DANIEL SANSONI
Identification No.: PA 87426
13248 Moss Park Ridge Drive
Orlando, FL 32832
(215) 333-7790
Attorney for the Plaintiff

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

HERMINE BYFIELD	:	CIVIL ACTION
	:	
	:	
v.	:	
	:	
HEALTHCARE REVENUE RECOVERY	:	
GROUP, LLC	:	No. 18-243
	:	

MOTION TO VACATE THE DISMISSAL OF THIS ACTION AND REOPEN
THE PROCEEDINGS

Daniel Sansoni, Esquire, attorney for the plaintiff, Hermine Byfield, is a newly hired attorney for the plaintiff and asks that this Honorable Court vacate the Order which dismissed this Action and Reopen these proceedings based on newly acquired information. In support of this motion, the plaintiff, by and through counsel, submits the following:

1. On June 12, 2023, this Honorable Court dismissed this action with prejudice since the case was settled.

2. The defendant in this matter, through its counsel, has been contacted and the defendant objects to the grant of this Motion. However, the plaintiff would argue that this reopening is not about the defense at all and that the defendant will not be prejudiced at all if this Motion is granted. Furthermore, the plaintiff does not ask to upset the settled amount as there is a binding contract between the plaintiff and the defendant. This Motion is about the plaintiff's former attorney.

3. Local Rule 41.1(b) allows an order dismissing an action with prejudice to be vacated if good cause is shown, it is filed within 90 days of the entry of the order of dismissal, and is consistent with Federal Rule of Civil Procedure 60(c).

4. Plaintiff believes this motion is being filed with a good cause. The motion is being filed within 90 days of the Order of Dismissal date which was June 12, 2023. The motion is consistent with Federal Rule of Civil Procedure 60(c) because it is involving numerous items in the rule which include mistake, inadvertence, surprise, newly discovered evidence, fraud, misrepresentation, and/or misconduct. This motion is filed within a reasonable period of time and it will not effect the finality of the judgment. Plaintiff is seeking the grant of this motion so that she can file a subsequent 11(C) Motion for Sanctions.

5. In a June 2, 2023, Order, the Honorable Judge Hey issued a Notice that required that "representatives with authority participate in settlement conferences." The matter was subsequently settled. However, the plaintiff was never consulted and gave no settlement authority. The plaintiff has prepared a statement attached hereto at Motion Exhibit A stating that she never gave Attorney Arkady Rayz settlement authority. Therefore, it appears that Attorney Rayz settled the matter on his own with no settlement authority in violation of this Court's Notice.

6. In the attached statement, the plaintiff states multiple times that she never gave Attorney Rayz settlement authority. In fact, she states she did not speak with him for approximately one year prior to the phone call of June 9, 2023, and, therefore, it was impossible to give him settlement authority. This appears to violate some ethical rules. In addition, it violates this Court's Notice.

7. Plaintiff's current counsel has contacted Attorney Rayz multiple times via email and has specifically asked at what point did Attorney Rayz obtain settlement authority. Attorney Rayz answered with numerous long emails but never answered the question when he obtained settlement authority.

8. It appears that this settlement was to extract a financial gain for Attorney Rayz over the plaintiff. The plaintiff recovered 1% of settlement funds and Attorney Rayz recovered 99% of the settlement funds. This difference could be legitimate if the amounts were for attorney fees. However, plaintiff's current counsel has contacted Attorney Rayz numerous times. Attorney Rayz has not provided plaintiff's current counsel with any fee agreement or settlement documents addressing attorney fees. More so, the plaintiff has a cognizable claim for actual damages due to the various psychological and mental troubles that she faced. In addition, the release does not address attorney fees.

8. Therefore, taking everything as a whole, it appears that Attorney Rayz violated the Court's Notice and did not have settlement authority and used this for his financial gain over the unknowing plaintiff.

9. It should be noted that Attorney Rayz has been recently recommended for a five year suspension of his law license by the Pennsylvania Disciplinary Board under case #11 DB 2022 on January 3, 2023. This is a matter of public record. If Attorney Rayz accepted the recommendation, he would not be able to collect any attorney fees in

this case since his law license would have been suspended for 5 years. The matter is currently on appeal before the Pennsylvania Supreme Court.

10. It should also be noted that Attorney Rayz has faced other questionable actions in a sister federal court and was cited for violating an order from that court as well. Judge Isicoff has awarded significant sanctions against Attorney Rayz in In Re: Yuri Lyubarsky, 18-16659-LMI.

For the foregoing reasons, the plaintiff, Hermine Byfield, asks that this Honorable Court vacate the Dismissal with prejudice of this action to allow the plaintiff to file an 11(c) Sanctions Motion.

Date: September 7, 2023

Respectfully Submitted,

/s/ Daniel Sansoni
Daniel Sansoni, Esquire
Attorney for the Plaintiff
13238 Moss Park Ridge Drive
Orlando, FL 32832
215-333-7790
email: dsansoni@hotmail.com

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the forgoing Motion To Vacate The Dismissal of This Action And Reopen The Proceedings was served this 7th day of September, 2023, via electronic filing to:

Craig Renitsky, Esquire, attorney for the defendant
Arkady Rayz, Esquire, attorney for the plaintiff
Gerald Wells, Esquire, attorney for the plaintiff
Lawrence Kalikhman, Esquire, attorney for the plaintiff

/s/Daniel Sansoni
Daniel Sansoni, Esquire

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

HERMINE BYFIELD	:	CIVIL ACTION
	:	
	:	
v.	:	
	:	
HEALTHCARE REVENUE RECOVERY	:	
GROUP, LLC	:	No. 18-243
	:	

ORDER

And now, this _____ day of _____, 2023, the Order
Dismissing this Action with Prejudice is vacated and the matter is reopened.

Judge Pappert

Motion Exhibit A

My name is Hermine Byfield. I would like to make a complaint against Attorney, Arkady Rayz. His bar number is PA 87976.

Regarding my history with him, I hired him in the past to represent me for two automobile accidents. They were both in the 2010's. The second one was in 2015. Both cases were resolved. I got some money each time. It was not too much.

In 2017, I got a letter from Healthcare Revenue Recovery Group (HRRG). The letter said I owed \$900.00. I took this to Arkady Rayz. I explained my troubles with the letter and my anger and sadness over it. He said he would work on this case for me. He did not give me a fee agreement or sign a fee agreement with me for this third case.

Arkady Rayz filed a lawsuit on my behalf against HRRG in federal court on January 19, 2018. The case was Byfield v. Healthcare Revenue Recovery Group, 2:18-cv-00243-GJP. In the complaint, he addresses the defendant's actions as deliberate, intentional, reckless, willful, wanton, unfair, misleading, deceptive, and unconscionable.

Arkady Rayz describes me as having "suffered and will continue to suffer." He said I "sustained damages." Indeed, I did. In addition to the economic damages by the false debt, I also suffered non-economic damages such as emotional stress, anger, mental anguish, mental suffering, uncertainty, and delay of the resolution of my auto accident case. I described my blood pressure as

getting high and that I had to take Amlodipine.

I gave a deposition in this case on September 27, 2021. During my deposition, I further described these troubles I faced. During the deposition, the HRRG lawyer played a recording of mine where I called HRRG and told them about my frustration over them saying I owed a debt that I did not owe.

During the deposition, I said the following quotes during various portions:

"Because I was angry when I saw that they say it was in collection, yes."

"Question: You sounded pretty upset on that phone call. Answer: I was. Question: Is that accurate? Answer: I was."

"I was shocked after when I received that letter, you know, so I was pretty angry. And then it was telling me that it went to collections and stuff like that. So, yes, I was."

"It, maybe emotion, emotional."

"Emotional because of, like, this back-and-forth with the billing."

"It was upsetting. It was upsetting for me and stuff like that."

"Well, when I get angry, my blood pressure is going to raise because I have high blood pressure, yes."

"My blood pressure high, all I have to do is go take a pill. I have medication for that."

In the complaint against HRRG, Arkady Rayz asked for damages for me. These damages included actual damages, statutory damages, and such other relief as the court shall deem just and appropriate. I believed this was for my emotional and mental troubles.

Arkady Rayz settled my case for \$136,000.00. I never authorized him to settle my case for \$136,000.00. He did this on his own without my permission.

I was surprised when he settled the case for \$136,000.00. I signed a release and thought I was going to get a large amount. The release said nothing about him getting attorney fees from the \$136,000.00.

Of the \$136,000.00, he gave me \$1,500.00 and kept \$134,500.00 for himself. He said the \$134,500.00 was for attorney fees but he showed me no document showing that he was entitled to this money.

After I got the \$1,500.00, I was really frustrated with

Arkady Rayz. I felt he defrauded me. I felt that he stole from me. I felt that he deceived me. I saw the docket entries from my federal court case. One entry from June 2, 2023, said "Judge Hey requires that parties and representatives with authority participate in settlement conferences." I never gave Arkady Rayz settlement authority. It looks like he participated in a settlement conference or settled my case without him inquiring with me about my settlement authority. I never once gave him settlement authority.

Regarding giving him settlement authority, this never happened. I spoke with Arkady Rayz on June 9, 2023, when he called me to say we won the case. He never said the amount that we won. I know it was June 9, 2023, because this was a very important day for me since it was my niece's graduation and I am very close with her. The last time I was in any communication with him before June 9, 2023, was around the summer of 2022 when I called him to check on the case. The call was short and he just said the case was still going on. He never discussed settlement authority in that call. After that call in the summer of 2022, I had no communication with him until June 9, 2023, when he said the case was over. He never said the settlement amount in that call. Therefore, it was impossible for me to have ever given him any settlement authority.

The last time I signed a fee agreement (that I can recall) with Arkady Rayz was around 2015 for my auto accident case. I can not recall exactly but I believe he was to get 30% of all settlements and I was to get 70%. As I mentioned above, he never asked me to sign a fee agreement with him for the lawsuit against HRRG.

I would like Arkady Rayz to give me 70% of the \$136,000.00 settlement since 70% is the percentage in the last fee agreement I had with him and because he had no fee agreement in my federal case against HRRG and because I suffered actual damages in my case as described above. Furthermore, I believe he should be penalized for all the bad things he did against me. I would amount his taking of the settlement funds and only giving me \$1,500.00 as criminal theft. I am very distraught by all of this and I am shocked that Arkady Rayz would do this to me.

Sincerely
Hermine Byfield
H. Byfield (8-29-2023)